

The following are questions asked by Offerors along with the response by Clemson University. Any changes to the original scope reflected in these answers will take precedence over any information in the original Bid solicitation. Any information not addressed specifically in this amendment will remain as stated in the original Bid solicitation.

Questions are listed in order, and as written, by Offerors.

Q1. Page 4, section 2: Will there be an opportunity for other “Lot” options such as shared vending, retail, dining and athletics?

A1. **At this time, Clemson requests that you bid the three lots outlined in the RFP. Clemson would be willing to discuss alternate arrangements with the highest ranked Offeror during negotiations, but at this time to ensure we are able to compare offers equally, we will limit it to the lots outlined in the RFP.**

Q2. Page 15, section E 1 Vending: Is this vending which is included in Athletics? Would this be vending in Lot C?

A2. **Vending would be part of Lots A and C. Athletic scope of Lot B does NOT include vending machines.**

Q3. Page 22 section 5 (e): Does the \$525,000 minimum athletic fee cover all items stated from page 15 section 1-page 23 section 5?

A3. **Yes**

Q4. Page 34 (j): Can the card readers be credit card readers which process credit/debit cards and cash/coins as provided by PBC or a portion/percentage of the total?

A4. **Not at this time. The readers must be compatible with the Clemson University Tiger 1 Card Services Transaction System and the proposed readers are not currently approved vending card readers. If the winning Offerer has a new reader they would like to propose, we would need to evaluate the reader and could adjust accordingly based on the results of the evaluation.**

Q5. Page 34 (k): What is the Tiger 1 processing fee? Please detail the fee break out and how it is to be paid?

A5. **Tiger 1 Card Services collects TigerStripe sales on behalf of Clemson University Dining Services and all payments and fees are processed through Dining Services. Tiger 1 Card Services' billing rates are available on the universities billing rates website. There is no processing fee for the bottle vendor at all. Dining/Vending Services pays for all of the Tiger 1 charges for bottle vending on campus.**

Q6. Page 35 section E 5: Is the postmix price per gallon of \$2.50 per gallon on all postmix gallons or for a certain Lot?

A6. **See Q7.**

Q7. What is the current price per gallon on postmix for the University? Will current “national account” pricing be accepted in lieu of the \$2.50 per gallon requirement?

A7. **Price currently is \$61.20 per BIB which is a 5 gal container. Please disregard any reference to \$2.50 as it is an erroneous number.**

Q8. Page 42 attachment 2: Can you provide a breakout of these item usages by retail, dining and athletics? If not, please state how many cases are associated with athletics?

A8. Attachment #2, #3, and #4 are for all of campus. During that period of time, the Athletic piece of those number was 5,512.5 gallons of syrup and 13,381 cases of bottle/can. Specific breakdown of flavor is not available.

Q9. Please provide current invoice pricing for these products (Attachment 2)?

A9. \$13.40 per case of retail bottles

Q10. Page 43 attachment 3: Can you provide a breakout of these gallon usages by retail, dining and athletics? If not, please state how many cases are associated with athletics?

A10. See Q8.

Q11. Please provide current invoice pricing for these gallons (Attachment 3)?

A11. \$61.20 per BIB

Q12. Page 44 attachment 4: Can you provide a breakout of these gallon usages by retail, dining and athletics? If not, please state how many cases are associated with athletics? Please provide current invoice pricing for these gallons?

A12. See Q8.

Q13. Page 47 vendors total: Attachment states 156 vendors and page 12 states 167. Please clarify the vendor total?

A13. Attachment #5 is the most accurate list. 156 machines should be used for your offer.

Q14. Page 47 and 48 attachment 6: Can you provide a break down of equipment by athletics, retail, dining and athletics? Please provide athletic equipment by type?

A14. Attachment 6 breaks out equipment by facility. All locations listed are Dining/retail with the exception of Clemson Mem. Stadium Sky Boxes, West Endzone, Equipment Rooms, IPTAY Office, and Baseball, Soccer and Track, which comprise the Athletics facilities.

Q15. Page 48 attachment 6: Please provide an equipment description for “other non dispensers”?

A15. These are the reach in coolers at each location.

Q16. Page 50 attachment 7: Is the “Total units sold” for 20oz and 32oz fountain stating ounces or cups sold?

A16. This is reflective of the number of fountain drinks sold, inclusive of 20oz and 32oz cups.

Q17. Page 50 attachment 7: Is the “Total units sold” for 20oz bottles stating units sold or cases (24 units per case) sold?

A17. This is the number of 20oz bottles sold

Q18. Page 1: Section I, A: In the beverage categories noted, it makes reference to “isotonic energy” but we wanted to make sure that regular energy drinks and energy shots were included. These are not “isotonic” and aren’t related to the sports drink category, but we wanted to make sure they were not excluded.

A18. Regular Energy Drinks as described in this question are part of this contract.

Q19. Page 15: Section III, E, 2, Letter b) SIGNAGE - If Coca-Cola would like to have a scoreboard sign, is it Clemson’s understanding that we would pay additional funding (in addition to the base fee) for that presence?

A19. Yes it would be additional funding and any additions to the scoreboard or the stadium (commercial or non-commercial) would have to be approved through the appropriate individuals with Athletics and appropriate engineers (if required) and depending on the size, location and other, it may have to be reviewed by the University Master Planner. Although, this is an option, there are several steps that must be followed prior to this opportunity being approved.

Q20. Page 16: Section III, E, 2, Letter c) RADIO - We would like to clarify “limited” and can we include a process in this section that clarifies how we will determine at the outset of each season the money to be spent on post season media? Can we reduce the number of media spots and if so, would Clemson Athletics be able to put those back into their inventory to sell?

A20. We use the words limited in an effort to be reasonable; it would be our suggestion to place a min. and max. amount the group would be willing to spend in this area. This would be in addition to the guarantee. We could reduce spots, but the overall dollars would still remain the same.

Q21. Page 16: Section III, E, 2, Letter d) TELEVISION - We would like to clarify “limited” and can we include a process in this section that clarifies how we will determine at the outset of each season the money to be spent on post season media?

A21. We use the words limited in an effort to be reasonable; it would be our suggestion to place a min. and max. amount the group would be willing to spend in this area. This would be in addition to the guarantee.

Q22. Page 17: Section III, E, 2, Letter f) DISPLAYS/OPPORTUNITIES - Would Clemson be open to Coca-Cola providing a lump allocation of product for all the sports listed (football, basketball, soccer, baseball, rowing, volleyball, diving, tennis, and track) of which Clemson Athletics could divide the product according to the team needs?

A22. Yes

Q23. Page 18: Section III, E, 2, Letter g) RETAIL PROMOTIONS - Is Clemson’s intent with the outlined promotions that Coca-Cola would be locked into executing these specific promotions each year or are these merely examples of the types of programs we could potentially do? On exclusive retail partners, is there an opportunity to include language around a “first right of refusal” of those partners to do promotions? In other words if Coca-Cola agrees to take all programs to the exclusive retail partner first and they turn down the program, can we take the same program to another non-exclusive partner? [follow-up clarification] Within this section you list specific promotions. We want to know if these specific promotions will be locked in

(meaning Coca-Cola would be mandated to do these 3 specific promos) each year or if these are simply examples of the types of promotions Clemson would like to do. [We] would like the opportunity to sit down each year and plan a marketing promotional calendar that could include similar type promotions as outlined but those programs could be tweaked. Second part of the clarification is around retail partners. If Clemson has exclusive retail partners (grocery, drug, c-store, QSR etc) would Coca-Cola only be allowed to do promotions with those retail partners. If Clemson has, for example, a grocery store exclusive partner and we create a promotion for that partner and they say “no” to that specific promotion, would Coca-Cola then have the ability to take that specific promotion (that the exclusive retailer rejected) to another grocery partner?

A23. Yes, Offeror would be locked into these specific promotions, and Yes, you would be allowed to do promotions with our retail partners.

Q24. Page 19: Section III, E, 2, Letter k) ALL SPORTS CUP - Could Clemson clarify who funds these cups?

A24. Pouring Rights partner, ARAMARK and other sponsors.

Q25. Page 20: Section III, E, 2, Letter n) PROGRAM, MEDIA AND CUP ADVERTISING - 1) Is there inventory associated with the exclusive coach’s sponsorship (i.e. appearances, autographed items, photo shoots, etc.?). 2) Are the tickets and rooms expected to be purchased over and above the minimum base payment? Can Clemson clarify the “rooms” listed? Does this mean Clemson pays for 6 rooms? 3) Overall, is the inventory listed in this section incremental (in funding) to the Sponsorship amount. In other words, is it Clemson’s understanding that Coca-Cola would pay the base sponsorship fee and then choose the inventory in this section and pay for that inventory incremental to the base fee? 4) Is it Clemson’s understanding that Coca-Cola would produce commemorative cans or bottles or is this section an example of something Clemson would like to see? We would have very specific parameters around what event may constitute the need for a commemorative bottle, such as a National Championship in Football, Men’s Basketball or Baseball. Additionally, would we be required to pay a licensing royalty for something we produce? It is customary that we do not pay a royalty for this.

A25. 1) Please provide the inventory which is required for this opportunity. 2) The tickets and rooms are included in the overall guarantee. Partner does not pay directly for rooms. 3) To be specific, state exactly what is listed. It is our understanding that those items noted in the RFP, unless noted, would be included in the overall guarantee. 4) Please place this in your proposal. There would be no royalties associated with this item.

Q26. Page 29: Section IV, A - 16. Bid Bond. Can this section be eliminated? In order to do this, we would have to pay a premium on a policy with an insurance company, and the funds would ultimately come out of what funds we will pay to Clemson. Based on our past history, the size of our company and the fact that it is publically traded, this should not be a concern. Our competitor would also have a similar reputation.

A26. Yes, this requirement is removed from the RFP.

Q27. Page 29: Section IV, A - 17. Performance Bond. Can this section be eliminated? In order to do this, we would have to pay a premium on a policy with an insurance company, and the funds would ultimately come out of what funds we will pay to Clemson. Based on our past

history, the size of our company and the fact that it is publically traded, this should not be a concern. Our competitor would also have a similar reputation.

A27. Yes, this requirement is removed from the RFP.

Q28. Page 31, Section IV, B, 4. *"The University expects the Offeror to enhance and maintain the presentation of the designated vending areas using decorative machine fronts identified with Clemson University and ensuring proper machine alignment, cleanliness, etc., as a minimum."* Is this a requirement of customized vend fronts or can this be something that can be accomplished with customized ad panels on selected, but not all machines?

A28. They need to be customized vend fronts, not ad panels. All machines must be same if possible. Glass fronts, etc would not work, but non- glass fronts must be uniform with customized fronts.

Q29. Page 31, Section IV, B, 5. a): The Offeror will: a. *"Provide the required automatic vending equipment necessary to ensure quality beverage service on the University premises at locations designated by the University. The machines installed must be new, or like new, and fully serviceable. Acceptable machines will be less than two years old, or will have been completely reconditioned to state-of-the-art condition within the past twelve (12) months and be Energy Star compliant. Vending machines located in space rented to the Federal Government at the Ravenel Center are excluded from any contract resulting from this RFP. Location and type of vending equipment currently being used at the University is contained in Attachment 5."*

- AGE QUESTION: Can this section be deleted? The fact is, the age of the machines is immaterial. Our requirement internally is that all equipment in the market is "fully operational utilizing the most up to date graphics," and as was noted on page 32 of the RFP, "highly sanitary, presentable and serviceable." Most of our equipment in the market, including all colleges and military bases, is much older than two years old. The parts inside – the compressors, dollar bill validators, coin mechs, etc., are unseen by the public and as long as they are fully functional and operational, we prefer to leave them as is. As to the graphics outside – the vend fronts and side panels, etc., we continuously upgrade these to reflect our most up to date graphics. Any requirements around age of machine will only increase the cost of doing business, which pulls potential funding away from Clemson, and probably won't improve the look and performance of vending on campus at all.
- ENERGY STAR QUESTION: Earlier in the RFP, it notes we should "consider: Energy Star, this section requires it. Can this section be eliminated? We will address Energy Star opportunities specifically in our response.

A29. AGE- the University will delete the age requirement in exchange that if the University does not like the outside looks of machines the University has a right to request a machine upgraded at the Vendor's expense. The intent here is to ensure the University has top quality (in terms of performance and appearance) machines throughout the University and not just in key locations. ENERGY STAR – Clemson strongly desires ENERGY STAR devices. We will allow non-ENERGY STAR devices, but will evaluate proposals accordingly.

Q30. Page 33, Section IV, B, 5. "The Offeror will:" m.) Is "co-branding" vend fronts a requirement or just an opportunity to discuss?

A30. This is a desire and an opportunity, but not an absolute requirement. We are willing to consider and discuss other opportunities.

Q31. Page 33, Section IV, B, 5. “Clemson University will:” b.) “At its sole discretion, approve the location or re-location of all machines.” Can this be changed to “mutually agreed upon” versus “sole discretion?” It still gives Clemson the final say but includes us in the process.

A31. Relocation of vending must be approved via the Dean of the building, etc. We agree the decision will be mutually agreed upon by both parties, but final approval will come from Vending Services.

Q32. Page 35, Section IV, E, 5. It’s noted that post mix soft drinks shall be priced at no more than \$2.50 per gallon. Can this be eliminated? This pricing is not only substantially below current pricing, but also way below the cost of goods.

A32. See Q7.

Q33. What is the “South Carolina Soft Drink” Tax? We are not familiar with this.

A33. Disregard this section/requirement.

Q34. Will Clemson be willing to extend the closing date/time of the RFP to allow for Offerors to have more time to pull together a proposal.

A34. Clemson will extend the bid closing date from 3/27 to 4/3. We can not extend it any further without impacting our evaluation and award schedule.